

REQUEST FOR PROPOSALS

RFP

RFP # 2024

Issue Date: 3/4/11

Title: Provide All Labor, Material & Equipment Necessary to Provide Otolaryngological Services for Central Virginia Training Center

Commodity Code: 94874

Issuing Agency: Commonwealth of Virginia
Central Virginia Training Center
POB 1098
Lynchburg, Virginia 24505

**Using Agency And/Or Location
Where Work Will Be Performed:** Central Virginia Training Center
521 Colony Rd
Madison Heights, Virginia 24572

Period of Contract: From Date of Award Through One (1) Year

Sealed Proposals Will Be Received Until 3/21/11 @ 2:00 PM **For Furnishing The Services**

Described Herein And Then Opened in Public. _____

All Inquiries For Information Should Be Directed To:

Barbara H. DuVal, Materials Mgr, VCO Phone #: 434-947-6314

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF PROPOSALS ARE HAND DELIVERED, DELIVER TO: Building #60, Room 21.

In Compliance with This Request For Proposal And To All The Conditions Imposed Herein, The Undersigned Offers And Agrees To Furnish The Service In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation.

Name and Address of Firm:

ORIGINAL _____ Date: _____

By: _____
(Signature In Ink)

Title: _____

Fax Number: _____

E-Mail Address: _____

FEI/FIN NO. _____

Telephone Number: _____ ()

An optional Pre-Proposal Conference will be held on 3/11/11 @ 10:00 AM . See Section 6.0 for complete information

NOTE: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, Section 2.2-4300/2.2-4343 or against bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

1.0 PURPOSE

The purpose and intent of this Request for Proposal (RFP) is to enter into a contract with one (1) qualified source to provide Otolaryngological services for the Individuals at Central Virginia Training Center, an agency of the Commonwealth of Virginia, hereinafter referred to as the Agency.

2.0 BACKGROUND

The Agency is a facility of the Commonwealth of Virginia, Department of Behavioral Health and Developmental Services. The Agency provides a complete therapeutic environment by meeting training, educational, habilitative, medical and social needs.

The Agency is one (1) of twelve (12) state facilities in Virginia which serve mentally challenged persons. The mission of the Agency is to identify and meet the needs of eligible developmentally disabled persons through the provision of a continuum of quality services in the most appropriate, available environmental setting. The Agency has approximately **400 individuals, with about 220 being non-ambulatory**, and most are multi-handicapped. The individual population encompasses all ages and degrees of mental, physical and behavioral challenged individuals. The Agency is Medicaid certified to provide acute nursing and intermediate care.

Currently, Otolaryngological Services are delivered by a licensed Medical Doctor of Urology at the Agency's Medical Clinic, headed by our Assistant Director of Medical Services.

3.0 STATEMENT OF NEEDS

3.1 "Contractor" Defined:

For the purpose of this contract, the term "Contractor" shall mean a firm or individual providing medical services under this contract.

3.2 Services To Be Provided:

Typical services would include, but are not limited to, the following:

1. Provide in-patient surgery on diseased and/or injured ear, nose and throat systems at a Central Health Facility (Lynchburg General Marshall Lodge and Virginia Baptist Hospitals) in conjunction with Central Virginia Training Center designated personnel. Patient to be stabilized prior to return to the Agency's skilled care unit.

2. Provide out-patient clinic visits at the Agency's Medical Clinic on a weekly basis, for physical assessment, diagnosis and treatment of conditions of the ears, nose and throat. Schedule to be coordinated with our Assistant Director of Medical Services or designee.
3. Write prescriptions, order medications, lab work, X-Rays and other diagnostic tests.
4. Authorize standing orders for the administration of medications and treatments.
5. Perform out-patient surgery and other procedures in the Agency's out-patient department.
6. Contractor shall have admitting privileges with Centra Health Facilities.

3.3 Administrative Supervision:

The contractor shall perform under the administrative supervision of Dr. Balraj Bawa, Assistant Director of Medical Services.

3.4 Contractor Qualifications:

Any individual providing services under this contract shall possess the following qualifications:

1. MD from an accredited Medical School.
2. All post-graduate and residency training from accredited or AMA approved programs.
3. Licensed to practice medicine in the Commonwealth of Virginia.
4. DEA permit and State Controlled Substance Registration Certificate.
5. Board certified in respective field of medicine.

3.5 Continuous Coverage:

It shall be the Contractor's responsibility to ensure that all services within the scope of this contract are available at all times. If for any reason (illness, vacation, etc.) the

Contractor is not available to provide the services according to the terms and conditions of this contract, it shall be the Contractor's responsibility to arrange coverage from another Otolaryngologist whom shall meet all of the qualifications required in this contract and whom shall comply with all of the terms and conditions of this contract. The Contractor shall notify the Assistant Director of Medical Services, as soon as practicable, of this coverage and provide the name and telephone number of the covering Otolaryngologist.

3.6 Medical Requirements:

The Contractor shall present proof of having a Tuberculin PPD Test. A copy of the test shall be on file with the Agency and shall be updated annually (at no cost to the Agency).

3.7 Criminal History Check:

The Agency reserves the right to conduct reference checks, background investigations and criminal history checks on any potential employee of the program.

3.8 Change of Status Notification:

Employees, service providers and volunteers are responsible for notifying the Purchasing Department of any change in status of licenses or credentials within five (5) days of the event.

3.9 Training / Orientation:

The Contractor shall adhere to the policies and procedures of the Agency. Dr. Bawa will review Agency policies and procedures and other applicable policies/regulations pertinent to a licensed Otolaryngologist. Documentation of this review will be maintained in the Contract file. A review of the policies and procedures will be required annually. This orientation must be completed prior to beginning services on Agency premises.

4.0 PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

4.1 General Requirements:

1. **RFP Response** - In order to be considered for selection, Offerors must submit a complete response to this RFP. One (1) original and two (2) copies of each proposal must be submitted to the issuing State agency. No other distribution of the proposals shall be made by the Offeror.
2. **Proposal Preparation** - Proposals shall be signed by an authorized representative of the Offeror. All information requested must be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submission of missing information and / or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the Agency at its discretion. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.

Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

As used in this RFP, the terms “must,” “shall,” “should” and “may” identify the criticality of requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an Offeror to satisfy a “must” or “shall” requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offeror’s proposal.

Each copy of the proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that volume.

Ownership of all data, material and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the Offeror must invoke the protections of 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

3. **Oral Presentation** - Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the Agency. This

provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The agency will schedule the time and location of these presentations. Oral presentations are an option of the purchasing agency and may or may not be conducted.

4.2 Specific Proposal Requirements:

Proposals should be as thorough and detailed as possible so that the Agency may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

1. The return of the complete RFP, signed and filled out as required.
2. Completed Vendor Data Sheets (See **Attachment A**).
3. A written narrative statement to include experience, education and qualifications of all the personnel who will provide services under this Contract. Include copies of evidence of required certifications and licenses and complete VITAs (**reference Section 3.4, Contractor Qualifications**).
4. Experience in providing services to a developmentally disabled population in an environmental setting of similar size and complexity.
5. Indication of Offeror's preferred **Method of Payment** (reference Section 8.0, *Method of Payment*).

5.0 EVALUATION AND AWARD CRITERIA

5.1 Evaluation Criteria:

Proposals shall be evaluated by Central Virginia Training Center using the following Criteria:

1. Favorable References.
2. Experience, education and qualifications of Offeror and his / her personnel in providing the range of services required.
3. Experience in providing services to a Developmentally Disabled Population.

5.2 Award:

The Commonwealth shall engage in individual discussions with two (2) or more Offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. Such Offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. At the discussion stage the public body may discuss nonbinding estimates of total project costs, including, but not limited to, life cycle costing, and, where appropriate, nonbinding estimates of price for services. Proprietary information from competing Offerors shall not be disclosed to the public or to competitors. At the conclusions of the informal interviews, on the basis of evaluation factors published in the Request for Proposals and all information developed in the selection process to this point, the purchasing agency shall select, in the order of preference, two (2) or more Offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the Offeror ranked first. If a contract satisfactory and advantageous to the purchasing agency can be negotiated at a price considered fair and reasonable, the award shall be made to that Offeror. Otherwise, negotiations with the Offeror ranked first shall be formally terminated and negotiations conducted with the Offeror ranked second, and so on, until such a contract can be negotiated at fair and reasonable price. Should the Commonwealth determine in writing and in its sole discretion that only one (1) Offeror is fully qualified, or that one (1) Offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Offeror.

6.0 Optional Pre-Proposal Conference:

An optional pre-proposal conference will be held on 3/11/11 @ 10:00 AM at the Central Virginia Training Center, Bldg #60, Conference Room B . The purpose of this conference is to allow potential Offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

While attendance at this conference will not be prerequisite to submitting a proposal, Offerors who intend to submit a proposal are encouraged to attend.

Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

7.0 GENERAL TERMS AND CONDITIONS

7.1 Vendor's Manual:

This solicitation is subject to the provisions of the Commonwealth of Virginia Vendor's Manual and any revisions thereto, which are hereby incorporated into this Contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the Vendor's Manual. A copy of the manual is normally available for review at the Purchasing Office and is accessible on the Internet at www.eva.virginia.gov under "Vendors Manual" on the "Vendor" tab.

7.2 Applicable Law and Courts:

This solicitation and any resulting Contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia, 2.2-4366*). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

7.3 Anti-Discrimination:

By submitting their (bids/proposals), (bidders/offerors) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia, 2.2-4343.1E*)

-In every Contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with Federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

7.4 Ethics In Public Contracting:

By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

7.5 Immigration Reform And Control Act Of 1986:

By entering into a written contract with the Commonwealth of Virginia, the contractor certifies that the contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

7.6 Debarment Status:

By submitting their (bids/proposals), (bidders/offerors) certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids on Contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

7.7 Antitrust:

By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

7.8 Mandatory Use Of State Form And Terms And Conditions For IFBs and RFPs:

1. (For Invitation For Bids): Failure to submit a bid on the official State form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation For Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as non-responsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the Bidder withdraw or modify non-responsive portions of a bid which do not affect quality, quantity, price or delivery. No modification of or additions to the provisions of the Contract shall be effective unless reduced to writing and signed by the parties.
2. (For Request For Proposals): Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the

solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

7.9 Clarification of Terms:

If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the buyer whose name appears on the face of this solicitation no later than five (5) working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

7.10 Payment:

1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employee identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than thirty (30) days will be regarded as requiring payment thirty (30) days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than thirty (30) days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of the payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges:** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the Contractor,

in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not instate legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia, Section 2.2-4363*).

2. **To Subcontractors:**

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - 1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - 2) To notify the Agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
 - b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in 2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary Contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
 4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

7.11 **Precedence Of Terms:**

The following General Terms and Conditions *Vendors Manual*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND

CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

7.12 Qualifications Of Bidders:

The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder/Offeror to perform the services/furnish the good(s) and the Bidder/Offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect Bidder's/Offeror's physical facilities prior to award to satisfy questions regarding the Bidder's/Offeror's capabilities. The Commonwealth further reserves the right to reject any bid/proposal if the evidence submitted by, or investigations of, such Bidder/Offeror fails to satisfy the Commonwealth that such Bidder/Offeror is properly qualified to carry out the obligations of the Contract and to provide the services/furnish the goods contemplated herein.

7.13 Testing And Inspection:

The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

7.14 Assignment Of Contract:

A Contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.

7.15 Changes To The Contract - Changes can be made to the Contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the Contract. An increase or decrease in the price of the Contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the Contract.
2. The Purchasing Agency may order changes within the general scope of the Contract at any time by written notice to the Contractor. Changes within the

scope of the Contract include, but are not limited to things such as services to be performed, the method of packing or shipment and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

- a. By mutual agreement between the parties in writing; or
- b. By agreeing upon a unit price or using a unit price set forth in the Contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the Contractor's records and/or to determine the correct number of units independently; or
- c. By ordering the Contractor to proceed with the work and to keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment the question of an increase or decrease in the Contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia's Vendor's Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the Contract generally.

7.16 Default:

In case of failure to deliver goods or services in accordance with the Contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

7.17 RESERVED

7.18 RESERVED

7.19 RESERVED

7.20 Insurance:

By signing and submitting a bid under this solicitation, the Bidder certifies that if awarded the Contract, it will have the following insurance coverage at the time the contract is awarded. For construction Contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with Section 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The Bidder or Offeror further certifies that the Contractor and any subcontractors will maintain these insurance coverage during the entire term of contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporate Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation --Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contracts who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. Employers Liability -- \$100,000.
3. Commercial General Liability -- \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability -- \$1,000,000 per occurrence (Only used if motor vehicle is to be used in the contract).
5. Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants,

Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations):

--\$1,925,000 per occurrence, \$3,000,000 aggregate

Limits increase each July 1 through fiscal year 2008, as follows:

July 1, 2008, - \$2,000,000. This complies with 8.01-581.15 of the Code of Virginia

7.21 Announcement of Award:

Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of ten (10) days.

7.22 Drug-Free Workplace:

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession use of any controlled substance or marijuana during the performance of the contract.

7.23 Nondiscrimination of Contractors:

A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability,

faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his/her objection, access to equivalent goods, services, or disbursements from an alternative provider.

- 7.24 eVA Business-to-Government Vendor Registration:** The eVA Internet electronic procurement solution, web site portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA; failure to register will result in the bid/proposal being rejected.
- a. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
 - b. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.

- c. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
- d. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

The eVA transaction fee will be invoiced approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

7.25 Availability of Funds:

It is understood and agreed between the parties herein that the Agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

7.26 Set-Asides:

This solicitation is set-aside for DMBE-certified small business participation only when designated "SET-ASIDE FOR SMALL BUSINESSES" in the solicitation. DMBE-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Minority Business Enterprise. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. For purposes of award, bidders/offers shall be deemed small businesses if and only if they are certified as such by DMBE on the due date for receipt of bids/proposals.

7.27 Bid Price Currency:

Unless stated otherwise in the solicitation, bidders/offers shall state bid/offer prices in US dollars.

7.28 Authorization To Conduct Business in the Commonwealth:

A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

8.0 SPECIAL TERMS AND CONDITIONS

8.1 Advertising:

In the event a Contract is awarded for supplies, equipment, or services resulting from this bid, no indication of such sales or services to the Agency will be used in product literature or advertising. The Contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.

8.2 Audit:

The Contractor shall retain all books, records, and other documents relative to this Contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Agency, its authorized agents, and/or State auditors shall have full access to the right to examine any of said materials during said period.

8.3 Cancellation of Contract:

The Purchasing Agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon sixty (60) days written notice to the Contractor. In the event the initial contract period is for more than twelve (12) months, the resulting Contract may be terminated by either party, without penalty, after the initial twelve (12) months of the Contract period upon sixty (60) days written notice to the other party. Any Contract Cancellation Notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

8.4 Contractor License Requirement:

By my signature on this solicitation, I certify that this firm/individual is providing the goods /service specified.

8.5 Identification of Bid/Proposal Envelope:

If a Special Envelope is not furnished, or if return in the Special Envelope is not possible, the signed bid/proposal should be returned in a separate envelope or package, sealed and identified as follows:

From:

Name of Bidder/Offeror Due Date Time

Street or Box Number IFB No./RFP No.

City, State, Zip Code IFB/RFP Title

Name of Contractor/Purchasing Officer or Buyer

The envelope should be addressed as directed on Page 1 of the solicitation.

If a bid/proposal not contained in the Special Envelope is mailed, the Bidder or Offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the bid or proposal to be disqualified. Bids/proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids/proposals should be placed in the envelope.

8.6 Prime Contractor Responsibility:

The Contractor shall be responsible for completely supervising and directing the work under this Contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this Contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

8.7 Renewal of Contract:

This Contract may be renewed by the Commonwealth for four (4) successive one (1) year periods under the terms and conditions of the original Contract except as stated in 1 and 2 below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

1. If the Commonwealth elects to exercise the option to renew the Contract for an additional one (1) year period, the Contract price(s) for the additional one

(1) year shall not exceed the Contract price(s) of the original Contract increased/decreased by no more than the percentage increase/decrease of the “Medical Care Services” category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve (12) months for which statistics are available.

2. If during any renewal the Commonwealth elects to exercise the option to renew the Contract, the contract price(s) for the additional periods shall not exceed the contract price(s) of the previous one (1) year renewal period increased/decreased by no more than the percentage increase/decrease of the “Medical Care Services” category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve (12) months for which statistics are available.

8.8 Subcontracts:

No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the Contract.

8.9 HIPAA Confidentiality:

The Contractor assures that information and data obtained during the performance of this agreement, to include personal facts and circumstances related to patients or clients, shall be considered confidential, during and following the term of this agreement, and will not be divulged without the Purchasing Agency’s written consent and then only in strict accordance with prevailing laws. The Contractor shall hold all information provided by the Purchasing Agency as proprietary and confidential, and shall make no unauthorized reproduction or distribution of such material. Upon termination of this agreement and/or within 30 days of receipt of final payment for services, all materials, data and information in the possession of the Contractor, provided to or obtained by the Contractor during the performance of this agreement and to satisfy the requirements of this agreement, shall be

provided to the Purchasing Agency in hardcopy and/or electronic form. Except where law allows, the Contractor shall not retain hard copies of the material, data and information and all electronic stored material, data and information shall be expunged from equipment and systems retained by the Contractor.

8.10 Patient-Doctor Relationship:

Any Client information to which the Contractor has access, develops or otherwise becomes aware of during the period of the Contract shall be treated as privileged information in a manner consistent with accepted patient-doctor relationship practices.

8.11 Confidentiality of Information:

The Contractor certifies that information and data obtained as to personal facts and circumstances related to patients shall be held confidential during and following the term of this Contract and will not be divulged without the affected patient's written consent, except to the Contractor's attorneys, consultants and advisors and unless otherwise required by law. Any patient information to be disclosed, other than in those instances specified under this *Section 7.6*, and except to the Requesting Agency, must be in summary, statistical, or other for which does not identify particular patients.

8.12 Guiding Principles for Storage and Disposal of Gloves:

While recognizing that employees need gloves to safely perform many job duties, we also recognize that disposable gloves pose very serious risks for individuals, who may try to such, chew or swallow the gloves due to their intellectual disabilities. With this in mind, it is extremely important for the safety and welfare of the people who live at this facility that all employees fully know what is expected of them regarding handling of gloves and the consequences for failing to act in a responsible manner. The facility policy on safe handling of gloves includes detailed information regarding procedures for storage and disposal of gloves. The following principles are taken from the policy and must be followed by every employee who works at this facility including all **contract employees**, students and volunteers.

- A. Unused gloves are always stored in designated areas that remain locked at all times.
- B. Gloves are not stored in bedrooms under any conditions.

- C. Used gloves are disposed of immediately in designated glove boxes. Always remember used gloves go into a plexiglass hole.
- D. When the used glove boxes are full, they are emptied into a covered, universally labeled trashcan that is in a location designated solely for the disposal of liners containing used gloves taken from the glove boxes.
- E. No other waste will be placed in the covered, universally labeled trashcan other than used gloves.
- F. No loose gloves will be placed in the designated trashcans.

The contract administrator will review the glove disposal policy with the contractor and have the contractors employees take and pass the glove disposal test. The contractor will be responsible for gathering all employees that will provide on-site service under this contract so that the review and test can be performed one time for all applicable employees.

8.13 Agency Standards of Conduct:

All work shall be performed in accordance with the Agency's **Standards of Conduct** listed at Attachment B.

- 8.14 Tobacco-Free Workplace:** During the performance of this contract, the contractor agrees to adhere to the facility's tobacco-free workplace policy. No later than October 10, 2007, tobacco use will be prohibited on facility grounds and structures. Contractor agrees to ensure its employees and any subcontractors remain tobacco-free while on facility grounds and in facility structures, including in their personal vehicles when located on [facility](#) grounds.

9.0 METHOD OF PAYMENT

IMPORTANT (Reference Section 4.2, Specific Proposal Requirements)

Offerors shall indicate their preference between one of the two following Methods of Payment:

- A. Direct Billing** – The Contractor will bill the Agency directly for all client services rendered under this contract. The Agency will be solely responsible for all payments to the Contractor in accordance with the following: The Contractor will be paid on the basis of a single invoice submitted for services rendered during the previous month. Payment will be on a fixed monthly amount or determined according to a schedule of actual services rendered, as mutually agreed in subsequent negotiations. All copies of all invoices shall be submitted directly to the following address:

**Central Virginia Training Center
Attn: Accounts Payable
P. O. Box 1098
Lynchburg, VA 24505**

OR

- B. Third Party Payment** – In cases wherein the Client is eligible for coverage under Medicare/Medicaid and/or commercial insurance, the Agency will provide identification numbers to the provider of services. The Contractor shall bill such third party payers directly for services rendered. The Agency shall be billed only for services performed on Clients not eligible for third party payment and for any unpaid deductible or co-insurance amounts on Clients eligible for third party payment (**in accordance with prevailing fee schedule rates**).

The Agency shall not be liable for charges denied by third party payers due to failure of the Contractor or its medical staff to meet contractual obligations to that payer. All invoices for services performed on Clients not eligible for third party payment and for any unpaid deductible or co-insurance amounts on Clients eligible for third party payment shall be billed in accordance with **paragraph A above**.

10.0 PRICING SCHEDULE

The contractor agrees to provide all of the services in accordance with the Scope of Work and General and Special Terms and Conditions at the following rate:

\$() /Month

Attachment A
VENDOR DATA SHEET

Pg. 1 of 2

Please fill out the following information as complete as possible. This information will enable us to verify all current Vendor Profiles. . If further information is needed, contact the Purchasing Office at (434) 947-6314.

Vendor Name: _____ Trade Name: _____

DUNS Number: _____ FEIN Number: _____

Phone Number: _____ Fax Number: _____

Email: _____ Service Area of Business: _____

Ordering Address: _____

Ordering Point of Contact: _____ Phone: _____

Invoice Address: _____

Invoicing Point of Contact: _____ Phone: _____

Solicitation Address: _____

Solicitation Point of Contact: _____ Phone: _____

Commodities: _____

eVA and SWAM Information - Please mark as applicable.
REPRESENTATION AND CERTIFICATION

eVA Certification: Vendor certifies that it [] is, [] is not, registered in eVA. If registered, enter your eVA Certification Number: _____.

Small Business: Vendor certifies that it [] is, [] is not, an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. Note: DMBE-certified women- and minority owned businesses shall also be considered small businesses when they have received DMBE small business certification.

Woman-Owned/Controlled: Vendor certifies that it [] is, [] is not, a business concern that is at least 51% owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law.

Minority-Owned/Controlled: Vendor certifies that it [] is, [] is not, a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

NAME: _____

SIGNATURE: _____

TITLE: _____ DATE: _____

ATTACHMENT A
VENDOR DATA SHEET

Pg. 2 of 2

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive

1. **Qualification:** The Vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.
2. **Vendor's Primary Contact:**
Name: _____ Phone: _____
3. **Years in Business:** Indicate the length of time you have been in business providing this type of good or service:
_____ Years _____ Months
4. **Vendor Information:**
FIN or FEI Number: _____ If Company, Corporation or Partnership
Social Security Number: _____ If Individual
5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.
 - A. Company: _____ Contact: _____
Phone: _____ Fax: _____
Project _____
Dates of Service: _____ \$Value: _____
 - B. Company: _____ Contact: _____
Phone: _____ Fax: _____
Project _____
Dates of Service: _____ \$Value: _____
 - C. Company: _____ Contact: _____
Phone: _____ Fax: _____
Project _____
Dates of Service: _____ \$Value: _____
 - D. Company: _____ Contact: _____
Phone: _____ Fax: _____
Project _____
Dates of Service: _____ \$Value: _____

I certify the accuracy of this information.

Signed: _____ Title: _____ Date: _____

Attachment B
STANDARDS OF CONDUCT FOR OUTSIDE CONTRACTORS
(Revised 11/4/08)

1. Individuals are to be treated with utmost consideration. They are not to be encouraged or permitted to enter the limits of construction. If problems of this type occur, contact the Facility Inspector. If he is not available, you may contact the Physical Plant Services (PPS) Office (947-6300) or the Facility Police by calling the Communications Center (947-6000). If you are using an In-House telephone, dial the last five (5) digits (i.e. 7-6300).
2. It is expected that the Contractor's employees will treat all persons including Individuals, Staff and Visitors in a dignified manner at all times.
3. **DO NOT** give Individuals money, cigarettes, food, or other items, even if they ask for them. This reinforces unacceptable behavior. Many of our Individuals are on strict diets and their food intake is monitored closely.
4. The Contractor's employees shall refrain from the use of profane, vulgar, derogatory, abusive or other objectionable language.
5. The possession of alcohol and/or firearms on the facility is **STRICTLY PROHIBITED**. Any Contractor employee found to be in violation of this Standards of Conduct will be removed from the Facility immediately.
6. All posted traffic regulations must be observed. The speed limit which is fifteen (15) mph. is monitored by radar. Many of our Individuals will wander into the path of oncoming traffic, additionally, they are often unsteady on their feet. Maintaining control of your vehicle and driving at a safe speed at all times is of the utmost importance.
7. Vehicles are to be kept locked at all times! **NEVER** leave a vehicle or any piece of equipment, unattended when running. **NEVER** leave keys in vehicles.
8. The Contractor is responsible for barricading and/or covering any excavations as well as any other dangerous conditions, especially when unattended. The Contractor is also responsible for securing all tools and equipment to prevent Individual access.
9. The Contractor will ensure that his/her employees conform to all Facility/State regulations, including the Agency Tobacco-Free Workplace Policy (no one is to smoke while on Agency grounds) and the Glove Disposal Policy.
10. Special precautions are necessary when working in occupied buildings. When using flammable liquids and adhesives, toxic materials, combustible solvents or paints, manufacturer instructions are to be strictly followed, (such as opening windows, providing fans for adequate ventilation, etc.) All OSHA & EPA guidelines governing the use of such products must also be adhered to. Any questionable products must first have the approval of the Agency prior to use. Under no circumstances should such products be stored on Agency Buildings/Property. Additionally, if cutting or welding is necessary, precautions must be followed as described in OSHA 1910.252(3)(ii).
11. The Contractor shall provide the PPS Office an updated list of personnel and sub-contractors. The Contractor will make adequate arrangements to receive, store and sign for all deliveries of material and equipment. Contractor shall make adequate arrangements for disposal of all debris; debris may **not** be put in Agency dumpsters.
12. Prior to interrupting any utilities, the PPS Office must be notified so that they may prepare for necessary shut down notices. PPS should be given as much lead time as possible, but no less than forty-eight (48) hours, except in an emergency (specific time frames written in the Contract document will govern the Contractor and may vary from this 48 hour requirement.)
13. All Construction Areas are subject to inspection by the Facility Quality Assessment & Improvement Department, the PPS Director/Supt. and any other regulatory agency, i.e. OSHA, Fire Marshal's Office, Department of Labor and Industry.
14. When keys are needed, the PPS Office is to be contacted. If it is necessary to check out keys, the Contractor assumes the responsibility for these keys, their proper use and their return. Key security is very important. The loss of any keys will result in a cost to the Contractor of \$1.00 per key for replacement.
15. Vending snack and beverage machines are located on the main floor of Building #50.

16. In case of an emergency, call the CVTC Communications Center (947-6111). They will contact the Rescue Squad, Fire Department, Police, etc.